

Executed in 8 Counterparts of
which this is Counterpart No. 7

REGISTRATION NO. 7168-12 Filed & Recorded
MAY 28 1976 - 10 05 AM
INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, made and entered into as
of May 1, 1976, by and between

SOUTHERN RAILWAY COMPANY, a Virginia corporation ("Company"),
party of the first part; and

CITIBANK, N.A., a national banking association duly in-
corporated and existing under the laws of the United States of
America (the "Trustee"), party of the second part;

W I T N E S S E T H: That

WHEREAS, by agreement dated as of October 1, 1973, as amended,
(the "Agreement"), between the Trustee and the Company there was
constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 4 OF 1973; and

WHEREAS, by the Agreement the Trustee did let and lease
unto the Company certain railroad equipment as defined in the
Agreement (the "Equipment") for a term as set forth in the
Agreement, all upon such terms and conditions as therein speci-
fied; and

WHEREAS, in Section 4.9 of the Agreement, it is provided
that in the event any units of the Equipment become unsuitable
in any respect for the use of the Company and the Company shall
have paid to the Trustee the selling price or Fair Value, as
defined in the Agreement, of such units, then upon the filing with
the Trustee of the appropriate documents, any monies paid to the
Trustee pursuant to said Section 4.9 or Section 4.7 of the Agree-
ment may be applied to the purchase of additional Equipment; and

WHEREAS, the Company, in compliance with the aforesaid
requirements of Section 4.9 of the Agreement now proposes to
cause to be sold, assigned, transferred and set over unto the
Trustee, as Trustee under the Agreement, one (1) new 70-ton
Pulpwood Car bearing road number 140984 (the "Additional Equip-
ment");


NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) paid by the Trustee to the Company at or before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, and in consideration of the rents and covenants in the Agreement provided for and contained, the Company does hereby assign to the Trustee all of its right, title, and interest under the contract for the acquisition of the Additional Equipment, and the Trustee does hereby let and lease the Additional Equipment to the Company for the remainder of the lease term as set forth in the Agreement, the said assignment by the Company and lease by the Trustee being upon and subject to all the terms and conditions of the Agreement as though the Additional Equipment had been a part of the original Equipment described in the Agreement.

AND the Company hereby accepts the terms and conditions upon which the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.

This Supplemental Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

SOUTHERN RAILWAY COMPANY,
By

 K.A. Toucher
Vice President

ATTEST:

R.A. Allen
Assistant Secretary

CITIBANK, N.A., as TRUSTEE
By

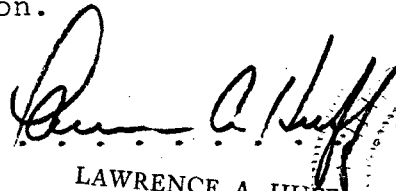
James DeLoe
~~Trust Officer~~
Senior Trust Officer

ATTEST:

P.E. Le
~~Assistant Cashier~~
TRUST OFFICER

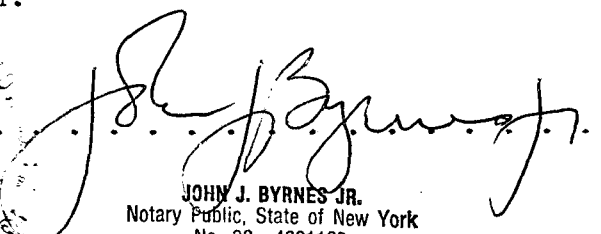
DISTRICT OF COLUMBIA

On this 26th day of May, 1976, before me personally appeared K. A. Stoecker, to me personally known, who, being by me duly sworn, says that he is a Vice President of SOUTHERN RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


LAWRENCE A. HUFF
NOTARY PUBLIC
IN AND FOR THE DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES JUNE 30, 1977

STATE OF NEW YORK)
) ss:
County of New York)

On this 21st day of May, 1976, before me personally appeared R. JAMES DeROSE, to me personally known, who, being by me duly sworn, says that he is a ^{SENIOR} Trust Officer of CITIBANK, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


JOHN J. BYRNES JR.
Notary Public, State of New York
No. 30-4621103
Qualified in Nassau County
Cert. filed in New York County
Expires March 30 '80